BOARD OF DIRECTORS MEETING - April 21, 1962

FERRIS BOOTH HALL - COLUMBIA UNIVERSITY .

The meeting was reconvened at 1:20 P.M. The President stated that Item #5 of the Agenda, a proposed New York Service Office, had been withdrawn and further stated that only the offical delegates would be rocognized.

The first item to be discussed was Merchandising and Research. Layer, WBRU, Dorrance, WDCR, and Greenfield, WKCR, discussed forms to be filled out by the students at the various stations to determine habits of listening, buying and quantities bought, plus the demand for specific items, categorizing consumption with listenership, thus determining preferances of brand. The form can be made available to anyone who would like the same. A special survey is a good idea. This should be conducted at each station.

The second item to be discussed was the Hotel Agreement. McConnell and Furer will be working in New York for the summer months as salesmen and shall reside at a New York hotel. Last year it was the Hotel Roosevelt. Bulmash, WKCR, inquired as to whether the person or persons involved had to reside in a hotel if they had permanent residency in New York. It was established that this was not necessary and in such cases the person or persons involved could live at home. Levy, WHRB, stated that he did not feel that Ivy should be responsible for lodging expenses. Hawkins, WVBR, commented to the contrary. Levy felt that this definitely was not an operating expense. Channon, WHRB, stated that this should come out of Ivy expenses and further that it can be done. Levy questioned whether the overall average would allow the raising of the liability as this is a personal expense. An involved discussion ensued with various questions being presented to Harvard's delegates, Levy and Channon, including de-

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tailed comments by Hawkins, WVBR, Shanman, WXPN, McGuire, WPRB, McConnell, General Manager, and Bulmash, WKCR, i.e., did Harvard feel their station would be inconvenienced and would they be willing to accept it? It was then commented that the other stations work out the availability and to allow the agreement to work around Harvard.

Levy commented that the principle basic operating expenses as derived out of the previous budget could be inconvenient at times. The Summit Hotel expense should be paid by Ivy. At this point, Shanman stated that with the exception of Harvard, all the other stations represented would be able to arrange a trade agreement. Indeed, all were being held back by the one station. The President then asked what stations would take over Harvard's spots. Channon queried as to why the stations should be forced to provide lodging and the President informed Channon that Harvard's problem of not programming spots was being discussed, therefore his query was out of order and disallowed. Bulmash said his station would be willing to take over Harvard's spots and the same being divided among the other stations. After discussion, this idea was discarded. Bulmash then proposed the following motion: Taht all stations accept the hotel agreement and that they have the option to pay for the hotel room in spots or cash. The motion was seconded by Dorrance. McGuire discussed the motion and Hawkins was essentially against the same, as he felt that Harvard would interpret this as their being forced, therefore the only alternative would be for the stations to accept the spots voluntarily. Shanman urged voting against the motion and suggested that the General Manager be directed to figure out the living cost and that it would then be divided among the eight stations.

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McGuire stated that more than enough time had been allowed the above and that a vote should be taken at this time regarding the acceptance of the Trade Agreement. The question was called in the affirmative and all stations voted thusly, with the exception of Harvard, who voted in the negative. Levy then made a recommendation that the Hotel Agreement be included in the budget. McGuire questioned whether Harvard agreed to take this out in cash or spots. Levy stated that stations should have the right to choose whether to pay in spots or cash. Levy then suggested that the second part of Bulmash's motion (that the stations be allowed to pay in spots or cash) be removed, at which tiem, before any further discussion ensued, the President advised that Bulmash's proposed two-part motion was one motion and would be voted on as such. Levy then made a motion that Bulmash's motion be stricken and the same to be replaced with the following: That the eight member stations accept the Hotel Trade Agreement; that this expense be accounted for in the budget; and further, that stations may have the choice of paying by spots or by cash. Bulmash's motion was stricken and Levy's motion was passed unanimously.

McGuire made a motion that the station liability be increased to 65%; which motion was seconded and this questioned, at which time McConnell, General Manager, stated that he agreed with the motion to increase liability but suggested that the stations understand that if, in the fall, the cash reserve is insufficient to increase the liability, it is extremely important for them to rescind the motion for increase. However, he added, it is highly probable that there will be sufficient cash reserve, around $2,000.00. Bulmash questioned the reserve figure and after a brief explanation by McConnell decided to go along with the motion, which was thereafter unanimously

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passed. McGuire raised the following two points: 1. Do we put the reserve in a Board Fund; and 2. What do we do with the contracts already signed? It was also suggested that the surplus be divided among the member stations. Furer, Business Manager, stated that the surplus could not be distributed among the member stations since doing this would negate our status as a non-profit corporation. In the interim, these monies will be kept in the Ivy balance in case it is required for incurring expenses. McGuire then made a motion that this reserve of "X" amount of dollars, determined by the June 30th, audit be retained as a fiscal year end bank balance not be be spent in future years without the authority of the Board of Directors; which motion was passed unanimously.

Harvard questioned if there was a budget made out at this time, to which Furer replied it was quite difficult to make out a budget at this time and that the same would be ready in September. Channon asked what sort of control was being exercised. The President then stated that the estimated budget was discussed at the first fall meeting. Levy agreed that the budget should be discussed in September. Bulmash then asked when the 65% was going into the service agreements and further questioned whether the raising of the liability would effect those contracts which do not expire until December, 1962. He was informed that it would be placed on the agenda of the Board of Directors meeting in the fall of 1962.

Levy made a motion that a list of expenses to be made up for the summer and that the fiscal year be changed to end August 31st. Bulmash seconded the motion. McGuire and Hawkins discussed the suggested motion and then McGuire asked for an amendment to the motion of the second part. Bulmash suggested a call for a division and voting separately to which the President advised

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could not be done as it was one motion. Bulmash then withdrew his second. Furer stated that we had gone through this many times previously; if the fiscal year ends June 30th, it gives a realistic picture of the accomplishments of one group of Ivy officers. Channon stated that the budget year should be changed so that it would run from September 1st through August 31st. At this point Bulmash queried if the matter could be absolved; at which time McGuire made a motion that a copy of the proposed expenditures for the summer be sent to the Board of Directors. This would retain the fiscal year. The motion was accepted and passed by all stations except Harvard, who voted negatively, at which point Bulmash made a motion that an estimated budget be drawn up and presented at the fall meeting for approval--which was unanimously passed.

The meeting was recessed for ten minutes and was reconvened at 3:45P.M. The Service Agreement was the next item to be discussed. Davidson, WYBC, suggested clarification and changing of the wording as Yale would be unable to sign an agreement wherein Ivy would be the sole representative for AM and FM, however, they would be more than willing to give Ivy preferance. Levy and Channon stated that they had an FM contract with another representative, so therefore, they could and would not sign any other contract which included FM, nor would they sign a contract with any other representative that included AM thereby protecting Ivy as their sole AM representative. Hawkins said that he did not feel that any one station was compelled to have Ivy as their sole FM representative, but that the FM was thrown in as an extra bonus in many instances and, of course, provided it does not conflict with any other spots. McGuire stated that in order to make the yearly $5,000.00 payment Ivy has to offer certain bonuses in selling. Hawkins added that Ivy has to have certain

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rights and privileges in order to comply with the $5,000.00 yearly payment. Levy felt that this could be resolved if Ivy stated strictly with the AM. Channon added that because of the contract with their FM representative, it was illegal for them to have more than one representative for FM broadcasting. Hawkins again stated that FM is given as a bonus audience, it is not contracted for--Ivy does not sell it. McGuire stated that the solution to the problem would be that Ivy is the sole representative of AM broadcasting. Davidson suggested adding to Section 2, of the Service Agreement the words, "for AM." Thereafter, Section 2 of page 2 will read as follows:

my proposal ↓

"Harvard agrees that Ivy will be the sole national advertising representative for Harvard's AM stations, that Harvard shall not, without Ivy's authority solicit any national advertising contracts for AM. Harvard's FM stations may be represented by another agency with the provision that: FM advertising obtained by Ivy may still be aired at the discretion of Harvard."

The FM bonus was discussed at some length and it was agreed that Section 5, of page 2 will read as follows: my proposal ↓

"Advertising contracts obtained by Ivy for Harvard may be terminated by Harvard according to standard conditions governing contracts for spot broadcasting by AAAA and NAB, however, that no such termination shall be effective prior to the twenty-eighth day after the start of broadcasting services under that contract."

Other corrections and additions to the Service Agreement were made; the third paragraph of page 1 to read:

"WHEREAS, on or about the_____day of_____,1962, Ivy will enter or has entered into agreements, (hereinafter called "Service Agreements"), with the other member stations for the furnishing by Ivy of advertiser soliciting services to each of the member stations, with terms and provisions of which Harvard is familiar."

The fourth paragraph of page 1 to read:

"WHEREAS, Harvard desires to have Ivy furnish it

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with agency services for procuring national advertising and Ivy is willing to furnish same, and whereas national advertising is (defined as advertising of national products carried on at a national level) and furthermore, in any instance where a question arises, the definition of national advertising shall be finally determined by the Board of Directors of the Corporation."

Section 3 of page 2 shall read: my proposal

"Ivy will pay to Harvard, at least tri-annually in the course of a full broadcast year."

Hawkins asked Harvard if they were unable to mention their FM at all. Levy answered that all he could say is maybe. McGuire then added that Harvard was only airing it as a courtesy, there was no agreement involved. Levy stated that Harvard was free to discuss FM advertising. McConnell stated that FM advertising obtained by Ivy will be aired on FM only at Harvard's discretion. Levy agreed to the same. Shanman stated that Ivy was not a "creature of convenience." A motion of acceptance of the Service Agreement as amended was made by Hawkins and unanimously passed with the exception of Columbia, who abstained until said time as they were able to ratify said Service Agreement. However, Bulmash added that as far as he was concerned, the Service Agreement was acceptable. A ratification by the Board of Directors of new Ivy officers was the next item to be discussed. Hawkins made a motion that Hoy McConnell and Dave furer be appointed General Manager and Business Manager respectively. The same was unanimously passed. A motion was then made to call a ten minute recess.. Such motion was defeated and the meeting continued.

The President stated that nominations for a new President would commence. Bart McGuire and James Shanman were both nominated and the same was seconded, at which time Bulmash made a motion to close the nominations. Said motion was unanimously passed. Hawkins spoke in behalf of his nomination, Bart McGuire,

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and then Davidson spoke in behalf of his nomination, James Shanman. Thereafter, by secret ballot, the voting was commenced. Bart McGuire was elected the new President for the coming year and made a brief acceptance speech.

McConnell requested summer addresses of managers and business managers, as this is essential for sales and personal contact.

McConnell said a vote of commendation should be given to Bill Fishman, which was immediately moved, seconded, and passed unanimously. McGuire spoke in appreciation of the efforts set forth by Bill Fishman; acclamation by all. The President, Bill Fishman, thanked the Board of Directors for their co-operation.

The meeting was adjourned at 5:00 P.M.

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